

Services Agreement Between DAR ECOMMERCE LLC and Just One Dime

This Services Agreement ("Agreement") is entered into on May 05, 2021 (the "Effective Date") between Just One Dime Coaching LLC, a Texas LLC ("Company") with principal address at 13492 Research Blvd; Ste 120 - #778, Austin TX, 78750 and DAR ECOMMERCE LLC ("Client").

Company will be building, managing, optimizing and scaling an Amazon store for Client as detailed in Exhibit A.

The parties agree as follows:

1. BACKGROUND AND PURPOSE. Subject to the terms and conditions of this Agreement, Client engages Company as an independent party to perform the services and duties explained below in Exhibit A of this Agreement ("Services"), and Company hereby accepts such engagement.

2. TERM AND TERMINATION. This Agreement will remain in effect until terminated by either party. Either party may terminate this Agreement for any reason so long as the terminating party provides ninety (90) days written notice of such termination.

If Company terminates the agreement within the first three years of signing this agreement, Client does not owe Company the gross sales revenue fee (explained in Exhibit C) for the 90 days from the date notice of termination was given to the date of termination.

If Client terminates the agreement within the first three years of signing this agreement, Client owes Company two times the gross sales revenue fees (explained in Exhibit C), for the 90 days from the date notice of termination was given to the date of termination. The fees are due monthly, no later than the 15th day of the following month.

If this Agreement is terminated, Company will deliver to Client full control of the Amazon seller account, the contact information of all vendors used to build the business and product, any client-owned property, and all documents containing, reflecting, incorporating, or based on Client's confidential Information.

3. FEES AND PAYMENTS. In exchange for the services rendered in Exhibit A, the Client shall pay the Company based on the service fees and gross sales revenue percentages explained in Exhibit C ("Financial Responsibilities & Payouts"). The Company will invoice the Client and will contain sufficient information to allow the Client to determine the accuracy of the amounts billed. Company will maintain complete and accurate records relating to the provision of the Services.

4. TAXES. Company and Client will each bear sole responsibility for their own income taxes. Company will handle all sales tax for the Client during the tenure of this agreement.

5. INDEPENDENT CONTRACTOR STATUS. The Company is an independent contractor and neither the Company nor any of its employees or subcontractors will be considered an employee or servant of the Client. Neither the Client nor the Company has any right to act on behalf of or bind the other party for any purpose. The Company is solely responsible for all its own benefits, workers' compensation, unemployment and other insurance applicable to its employees and subcontractors.

6. VIDEO PHOTOGRAPHY RELEASE. As a condition of this contract, Client agrees to the following:

- A. The client grants Company the right to share screenshots and video of the Amazon store's progress, including but not limited to showing sales, PPC campaigns, and business reports throughout the duration of this Agreement.
- B. Company will use the footage and screenshots in advertising the services of the company.
- C. The footage and screenshots may be shared and published at any time in perpetuity, on any media platform without any monetary compensation to the Client.
- D. The rights granted shall also include the right to edit, delete, and publish the footage and screenshots as the Company sees fit in the Company's sole discretion.
- E. At no time and under no circumstance will the Company distribute, promote, or publicly show any video or photography that reveals any trade secret, proprietary IP, or the personal identity of the Client.

7. INTELLECTUAL PROPERTY RIGHTS. The Client shall own all rights, title and interest, including any intellectual property rights to its own products, brands,

trademarks, and patents for its line of products, excluding any Company intellectual property existing prior to the effective date of this Agreement.

8. WARRANTY. Each party agrees that it has the right, power and authority to enter into this Agreement. Each party further agrees that in its execution of its respective services each party shall fully adhere to all applicable laws, third party contracts and other such requirements in its execution of providing the Services. The Company agrees and covenants that the Services will be performed in a professional manner with the highest standards of care, skill, and diligence used by persons who are skilled, trained and experienced with respect to the type of Services required.

9. INDEMNIFICATION. Each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement or its negligence or willful misconduct.

10. LIMITATION OF LIABILITY. By signing this agreement, Client understands that online sales take place in a free and subjective market with unpredictable dynamics that can positively or negatively affect sales. For this reason Company is relieved of any liability if sales results are different from those forecasted, if a supplier creates a product that does not match the standards of quality ordered, or for any other events outside of the Company's control. By signing this agreement, Client also understands that Company has no control over what Amazon may do to its store and listings. Neither party shall be liable to the other for any amounts representing loss of profits, loss of business or indirect, consequential, exemplary, or punitive damages of the other party. The foregoing shall not limit the indemnification, defense and hold harmless obligations set forth in this agreement.

11. ASSIGNMENT. Neither party may assign or otherwise transfer this Agreement without the other party's consent. However, either party may assign this Agreement without the other party's consent to a wholly-owned subsidiary, sister or parent company, or in connection with the merger, consolidation, or sale or assignment of all or substantially all of the assets or equity interests of such party. This Agreement shall be binding upon and take effect for the benefit of the parties, their heirs, successors and assignees.

12. AMENDMENTS, WAIVERS, AND CONSENTS. No waiver or consent shall be binding except in writing signed by the party making the waiver or giving the consent. This Agreement shall not be amended except in writing, signed by both parties. No failure of either party to exercise or enforce any of its rights under this Agreement will waive any right or obligation under the Agreement, and the waiver of any breach will not act as a waiver of subsequent breaches. No course of dealing between the parties shall constitute an amendment of this Agreement.

13. DISPUTE RESOLUTION. If the Parties dispute any term of this Agreement, they shall, without waiving any other rights or remedies available at law, initiate confidential mediation proceedings with a mediator acceptable to both Parties. The Parties will be allowed to attend remotely if unable to attend in person. If the Parties fail to resolve their disputes during mediation, the Parties shall initiate an arbitration to determine whether and the extent to which either Party has liability. The arbitration will be held in the State of Texas, applying the Commercial Arbitration rules of the American Arbitration Association. The parties will not submit written briefing or live testimony, and no record will be made of the hearing. The parties may submit documents and information necessary to the Arbitrator's determination, such as this Agreement, infringement contentions, and the complaint. Any award will be expressed as a percentage and will not contain any text other than the caption.

14. GOVERNING LAW AND VENUE. The rights and obligations of the parties shall be governed by the laws of the State of Texas. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas, excluding any rules that would apply the law of another jurisdiction. Both parties agree that any litigation or arbitration between the parties will take place in Travis County, Texas. Both parties consent to and waive any objection to personal jurisdiction or venue in any forum located in that county, the personal jurisdiction and the exclusive venue of all federal and state courts in Travis County, Texas, for hearing all disputes under this Agreement.

15. ATTORNEY'S FEES. In any suit or action brought to enforce any term, condition or covenant of this Agreement or to recover damages arising from any breach of this Agreement, the losing party will pay the substantially prevailing or successful party's reasonable attorneys' fees and all other costs and expenses that may be incurred by the successful party in any suit, action or in any reviews or appeals, including those fees and costs incurred in any bankruptcy case or proceeding.

16. AMAZON STORE ACCESS. The Company will open the Amazon seller central account and provide full user access to Client in order to provide the Services explained in Exhibit A. In the event that the Client already has an Amazon store and both parties agree to use the current store, Client agrees to give full admin access to Company and anyone working for the Company who needs access in order to build the Amazon store.

17. ENTIRE AGREEMENT. This Agreement and all attached appendices, schedules and exhibits constitute the entire agreement between the Client and the Company, and supersedes and terminates any and all prior promises, representations, agreements or contracts, written or oral, entered into between the parties relating to the subject matter of this Agreement. Any representations promises or conditions not in writing signed by both parties are not binding upon either party. Except as otherwise permitted in this Agreement, this Agreement will not be modified except by a written agreement dated subsequent to the date of this Agreement.

IN WITNESS WHEREOF Client and Company have agreed to this Agreement on
May 05, 2021.

Company: Just One Dime Coaching LLC

Founder: Travis Seth Kniep

Signature: *Seth Kniep*

Client: David Franco

Signature: *David Franco*

Exhibit A: Services

The Company will perform the following services for the Client:

- Open a new Amazon store for Client and give Client full admin access to the Amazon store. Or the Client will give Company full admin access to an Amazon store the Client already has opened.

- Research the market for high potential products.
- Find suppliers, build out a differentiation plan, manage the sourcing of the products and conduct quality control.
- Manage the design process for retail packaging and company branding.
- Manage all logistics and shipping for the products from the supplier to Amazon's fulfillment centers.
- Create high-conversion listings and oversee photo and video (when relevant) creation for the listings.
- Outline a plan to launch the products on Amazon and scale them as rapidly as possible to high ranking and conversion.
- Create a holistic brand-building strategy for the products on Amazon.
- Split test the Amazon listings for conversion and optimize them for sales.
- Apply for brand registry on Amazon.
- Build, test, and optimize Amazon PPC ads on the listings to increase ranking and conversion.
- Strategize new product launches by using PPC reports to find product variations
- Identify and leverage trends for new products we can launch as complements to the main product.
- Differentiate the Amazon listing and products from competition on Amazon.
- Ensure we are Amazon compliant and brand proof so the Amazon account remains healthy.
- Respond to critical reviews and negative seller feedback
- Manage all customer service including responding to customer inquiries on the Amazon Store

Exhibit B: Communication

Client agrees that all communication with Company will be via Slack software in a Slack group that Company sets up. For meetings, Company will use the Slack group for video chat with Client as needed.

Company will give Client access to project software that includes milestones and tasks that the Client may see at any time to watch the progress of the building of the Amazon store.

Email, Skype, WhatsApp, WeChat, Messages, or phone calls or any other form of communication will not be used between Company and Client.

Exhibit C: Financial Responsibilities & Payouts

Company is providing the service of building and managing the store on Amazon. The Client is an investor for this opportunity and is not expected to do any of the work.

Client is paying for all business costs including, but not limited to manufacturing, shipping, customs & duties, photography, product videos, PPC, Amazon FBA fees, etc.

FBA fees, the monthly Amazon professional account fee, and PPC fees will be paid to Amazon by the Client directly from the Amazon account.

All other expenses will be paid by Client to the Company and then Company will pay the vendor directly. This includes the supplier, the freight-forwarding company, or any other third party who provides a service to help grow the store. The Company will invoice the Client, payable within 15 days of sending the invoice.

The Client will pay the Company for its services as follows:

- \$30,000 for building the Amazon store, initially launching 3 product(s) on Amazon including the services in Exhibit A. This is due before Company begins building the Amazon store. Client may pay Company to launch more products in the near future.
- A percentage of gross sales revenue is payable to Company on a sliding scale. Company will send an invoice to Client every 3 months, payable within 15 days of sending the invoice, based on the following profit margins:
 - 0% to 9.99% margin - Just One Dime receives nothing
 - 10% to 19.99% margin - Just One Dime receives 5% gross sales revenue
 - 20% to 29.99% margin - Just One Dime receives 10% gross sales revenue
 - 30% and above margin - Just One Dime receives 15% gross sales revenue
 - Revenue share is capped at 15% gross sales revenue
- One time fees such as product launch fee and photography are not used to calculate profit margin. Profit margin is calculated based on ongoing fees such as manufacturing, shipping, Amazon fees, and PPC.
- \$3,650 annual fee for account maintenance of Amazon store due 12 months after signing and every 12 months thereafter. For every \$500,000 in annual gross

sales revenue generated on the Amazon store an additional \$3,650 annual fee is charged. If this agreement is terminated, maintenance fees are prorated.

- \$10,000 per product for any additional product launches.
- 15% of sales price to Company if Client chooses to sell the business during this agreement or within two years after termination of agreement by either party.

"Business" does not include the LLC, Corporation or business identity that holds the business, but does include the Amazon store, trademarks, patents, logo, graphic designs, the products themselves, procedures, customer contact info, and anything else owned by or directly necessary for running the business itself.



Audit Trail

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